

# REQUEST FOR PROPOSAL



King County

Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **February 3, 2004**

RFP Title: **Access to Recovery**

Requesting Dept./ Div.: **King County Department of Community & Human Services - MHCHDS**

RFP Number: **108-05CMB**

Due Date: **March 1, 2005 — no later than 2:00 P.M.**

Buyer: **Cathy M. Betts, [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov), (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Tuesday, February 15, 2005**, in Conference Room 6A on the 6<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Access to Recovery* for the *King County Department of Community & Human Services - MHCHDS*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

**Pre-Proposal Conference:** A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, February 15, 2005, in Conference Room 6A on the 6<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

[http://www.metrokc.gov/finance/procurement/find\\_us.asp](http://www.metrokc.gov/finance/procurement/find_us.asp)

**Questions:** After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Thursday, February 17, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) / *Secondary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Contractor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Community & Human Services, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

or Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Department of Community & Human Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period.

The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. **Electronic Commerce and Correspondence.** King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the Contractors submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**

### **PART 1 – INTRODUCTION/BACKGROUND**

The King County Mental Health Chemical Abuse and Dependency Services Division (MHCADSD) issues this Request for Proposal (RFP) through the Department of Community and Human Services hereinafter referred to as the “County”.

The U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration’s (SAMHSA) Center for Substance Abuse Treatment (CSAT) has awarded the State of Washington a three-year grant – Access to Recovery (ATR). The ATR program is part of a national initiative to increase substance abuse and recovery support services and provide client choice among service providers, including faith and peer-based options. King County is one of six counties in the State to receive ATR funds. Other ATR counties include, Pierce, Snohomish, Clark, Yakima, and Spokane.

The King County program model is collaboration across the community, which will expand access to a comprehensive array of clinical substance abuse treatment and recovery support options for low-income individuals. Recovery support includes adjunct services such as mental health, medical, employment, housing, transportation, spiritual support, and childcare.

ATR provides for a client-centered approach in which:

- Treatment and recovery support services necessary for the client to be successful in recovery are identified through assessment and preparation of an individual recovery plan;
- A continuum of effective services is available from a broad range of treatment and recovery support providers in King County, including faith-based providers;
- Clients have a choice of providers;
- Client access to services is supported and progress is regularly reviewed;
- Entitlements or existing benefits for which the client is eligible are accessed first; and
- Services for which other resources are not available are funded by ATR.

Clients will progress through four stages, as follows:

#### **1. Client in Crisis**

Clients in crisis will be referred from the following access points:

- |                               |                                  |
|-------------------------------|----------------------------------|
| ➤ Child Protective Services   | ➤ Detox Programs                 |
| ➤ Low-Income Health Clinics   | ➤ Residential Treatment Programs |
| ➤ Shelters/Supportive Housing | ➤ Outpatient Treatment Programs  |

Client advocates in these systems will identify a client with a potential problem with alcohol or drug use and determine if the client is willing to engage in services. If so, the advocate will provide the client with information about ATR services and make a referral to a Recovery Support Specialist (RSS).

#### **2. Client Agrees to Seek Recovery**

At this stage, the client meets with an RSS. The RSS determines eligibility for services, assesses the client’s needs, develops an initial recovery plan, and makes an appointment for a chemical dependency (CD) assessment. The client participates in developing the recovery plan and has a choice of service providers. Family members directly involved in the client’s recovery are also eligible for services, if defined in the client’s assessment and recovery plan.

The RSS will be responsible for entering client and recovery plan information in the ATR database and/or TARGET and arranging interpreters, transportation or child care, if needed.

### 3. Client Receives Chemical Dependency Assessment

The CD assessment provider verifies client eligibility, conducts the assessment, makes initial treatment recommendations, and reports recommendations to the RSS. The RSS authorizes CD treatment services based on the recommendations. The CD provider enters the assessment data into TARGET.

### 4. Client Participates in Recovery Services

The RSS authorizes all services with the providers selected by the client and assists the client with any barriers to service (e.g., language, transportation, child care). The RSS follows up with the client after 30 days, then at 60-day intervals for the duration of service, distributes client satisfaction surveys, and maintains information about service usage in the ATR database/TARGET. Clients who are inactive for a 60-day period will be discharged from the program.

Service providers will provide services as specified in the recovery plan and submit data on service utilization to the RSS.

King County will contract with a single organization to establish the service model and implement the project. The organization selected will be responsible for employing the necessary number of Recovery Support Specialists (RSS) to admit and provide case management services to approximately 88 new clients per month, with an average length of service of 8 months. The successful applicant will create contracts/letters of agreement with chemical dependency treatment providers and recovery support service entities for client services and be responsible for direct payment to these providers. Average expenditure per client will be \$2,500 and the maximum per client will be \$5,000.

The most competitive applicant(s) will incorporate the following principles into their proposals. These principles are based on the *Principles of Drug Addiction Treatment – A Research Based Guide*, National Institute on Drug Abuse. (see <http://www.nida.nih.gov/PODAT/PODATindex.html>)

1. No single treatment is appropriate for all individuals. Matching treatment settings, interventions, and services to each individual's particular problems and needs is critical to his or her ultimate success in returning to productive functioning in the family, workplace, and society. Individual client needs should be addressed by providing the most clinically appropriate level of care.
2. Effective treatment attends to multiple needs of the individual, not just his or her drug use. To be effective, treatment must address the individual's drug use and any associated medical, psychological, social, vocational, housing, and legal problems.
3. An individual's treatment and services plan must be assessed continually and modified as necessary to ensure that the plan meets the person's changing needs. A client may require varying combinations of services and treatment components during the course of treatment and recovery. In addition to counseling or psychotherapy, a client at times may require medication, other medical services, family therapy, instruction, vocational rehabilitation, and social and legal services. It is critical that the treatment approach be appropriate to the individual's age, gender, ethnicity, and culture.
4. Addicted or drug-abusing individuals with co-occurring mental disorders should have both disorders assessed and treated in an integrated way. Because addictive disorders and mental disorders often occur in the same individual, clients presenting for either condition should be assessed and treated for the co-occurrence of the other type of disorder.
5. Remaining in treatment for an adequate period of time is critical for treatment effectiveness. The appropriate duration for an individual depends on his or her problems and needs. The American Society of Addiction Medicine (ASAM) Patient Placement and Continuing Stay Criteria should be integrated and utilized as a part of daily treatment practices. Special attention should be placed on client retention and treatment completion.
6. Recovery from the disease of Chemical Dependency can be a long-term process and frequently requires multiple episodes of treatment. As with other chronic illnesses, relapse to substance use can occur during or after successful treatment episodes. Addicted clients may require prolonged treatment and multiple episodes of treatment to achieve long-term abstinence and fully restored functioning.



7. Treatment should provide assessment for HIV/AIDS, hepatitis, tuberculosis, and other infectious diseases. Counseling to help clients change behaviors that place themselves or others at risk of infection are essential.

In addition, the most competitive Applicant(s) will demonstrate implementation of the following elements of effectiveness in their proposals:

- Assessments and services that address the needs of the primary client's family. This includes information, education, and referral.
- Providing comprehensive services through the utilization of the community resources and natural supports that are available to the client.
- Incorporating research based treatment methods, which have been found to be effective and measurable.
- Providing individualized education and or treatment specific to the client's drug of choice.
- Demonstrating a continuous quality improvement process related to the delivery of services, client and staff satisfaction and client outcomes.
- Demonstrating throughout the proposal the programmatic infrastructure to support clinically appropriate care and timely and accurate completion of TARGET, billing and other report requirements.
- Supporting collaboration among providers to increase programmatic infrastructure and clinical services.

## **PART 2 – INTENT**

The purpose of this Request for Proposal is to identify and qualify a single provider that embraces the principles and implements the elements of effectiveness identified in Part 1 of this proposal. This Applicant will be responsible for the delivery of publicly funded treatment and recovery support services to low income and indigent clients for the next three years, beginning March 1, 2005.

## **PART 3 – FUNDING**

Applicant will develop a budget, which takes into consideration the following parameters:

- Clinical services will be reimbursed on a fee for service basis at a rate consistent with the Division of Alcohol and Substance Abuse Alcohol and Drug Outpatient Service Reimbursement Schedule (ATTACHMENT D).
- Recovery support services will be reimbursed at a rate to be determined by the County upon award of the contract.
- Applicant will be expected to serve 88 new admissions per month with the maximum length of service being eight months and the average expenditure being \$2,500 per client.
- Applicant shall employ Recovery Support Specialists to provide case management services including authorization of services and expenditures.
- Applicant will provide:
  - Case Management Services
  - Program and fiscal data maintenance and reporting
  - Referral for Assessment
  - Referral to Chemical Dependency Treatment
  - Referral for Recovery Support Services
  - Payment and fiscal management for assessment, treatment, and recovery support services
- Applicant may propose one-time start-up costs to be used within the first two months of the contract. Start-up costs are limited to:
  - Recruitment and hiring expenses
  - Travel expenses for staff training
  - Supplies



- Printing
- Furnishings

**Direct Service Funds:** A total of approximately \$ 1.8 million is available to contract with the Applicant for the provision of ATR Recovery Support Specialist, treatment, and recovery support services. Continued funding for ATR services is expected to be available to King County through July 2007, subject to Federal and State allocations.

**Administrative Funds:** Funding is available for a TARGET data entry staff for the ATR project. Continued funding for this purpose is expected through July 2007, subject to Federal and State appropriations.

## **PART 4 - APPLICANT ELIGIBILITY**

### **A. Applicant Eligibility**

The following are the minimum qualifications the Applicant must demonstrate in its responses to the proposal. ***Proposals that do not meet these requirements will not be reviewed.***

1. The Applicant shall possess and maintain a certification from DSHS/DASA to provide Drug and Alcohol Treatment Services within the State of Washington.
2. The Applicant must currently use and/or have the capability (both personnel and computer system) to use TARGET 2000. The Applicant must have the capability to provide all reports, produce documents, and participate in studies required by the County for the purpose of monitoring and evaluating service performance and client treatment completion and retention rates.
3. The Applicant shall have in place internal controls for monitoring contract compliance, financial management, and quality of services.
4. The Applicant must indicate their intention to comply with all the terms and conditions of this RFP and the terms and conditions of any contract awarded by the County. These conditions, include, but are not limited to:
  - a. Assurance that all current or prospective employees, interns, or volunteers who have or may have unsupervised access to children under sixteen years of age, expectant mothers, developmentally disabled persons, or vulnerable adults shall have criminal and child protective background checks conducted in accordance with RCW 43.43.830 and WAC 388-805, as applicable.
  - b. Compliance with all applicable requirements established by Washington Administrative Code (WAC) 388-805, (or its successor), the Revised Code of Washington (RCW) 70,96A.090, and local, state, and federal requirements as applicable to applicants licensed by the State of Washington.
  - c. Compliance with Budget, Accounting, and Reporting System (BARS) Fiscal Policies as published in the BARS Manual developed by DSHS. Any modification to the BARS shall supersede the current version of the BARS fiscal policies thirty (30) days after receipt by the Applicant unless a later date is specified.
  - d. Demonstration of HIPAA compliance and assurance that the Applicant complies with all Federal and State laws and requirements for safeguarding confidential client information.
    - The Applicant shall be able to submit electronic and/or hard copy data to MHCADSD upon request for the purposes of project evaluation.
    - The Applicant shall submit with the proposal a transmittal letter signed by an individual authorized to legally bind the organization to fulfill the RFP requirements. The letter shall include a statement indicating the legal entity, licensure, and tax status of the organization(s) responding to the RFP, references of both fiscal/contractual and programmatic capabilities to provide these services, and the name, title, mailing address, telephone and fax number of the individual(s) to be contacted by MHCADSD during the proposal review and selection process (See Attachment A)

- The proposal must follow the outline and instructions as described in Part 8, Instructions for the Completion of Responses.

## **B. Service Provider Eligibility**

Agencies that provide ATR services under subcontract or letter of agreement with the Applicant shall meet the following requirements:

1. Chemical Dependency treatment and assessment providers must meet existing State licensing and certification requirements.
2. Recovery services for which State licensing and/or certification requirements exist must meet such requirements (e.g., mental health, medical, child care services).
3. Recovery services for which there are no State certification standards must meet standards that are customary for the service and:
  - a. Meet basic safety standards such as local building and fire codes.
  - b. Meet applicable licensing and insurance requirements for businesses.
  - c. Utilize financial procedures that meet generally accepted accounting principles, including participation in an annual audit.
  - d. Agree to work with treatment providers.
  - e. Adhere to a client confidentiality policy.
  - f. Support desired client outcomes.
  - g. Require staff and volunteers with access to ATR clients to complete criminal background checks.
4. All providers must agree to comply with ATR project requirements such as service authorization procedures, cost reimbursement procedures and rates, and data maintenance and reporting.

## **PART 5 - SCOPE OF WORK**

### **A. Access to Recovery Program**

Implementation of ATR in King County will assist approximately 1,056 individuals per year, with an average of \$2,500 and a maximum of \$5,000 per person provided for treatment and recovery support services. Treatment and recovery support services will include an assessment, and may include chemical dependency treatment services, individual counseling, brief therapy, mental health counseling, housing assistance, transportation, childcare, case management, and other support services to assist the client in successful recovery. Services will be provided for an eight-month period, with extensions on a case-by-case basis.

### **B. Applicant Role and Responsibilities**

The Applicant is responsible for overall program implementation including service provision, establishing and managing contracts with subcontractors, data maintenance and reporting, and financial management and reporting.

Primary responsibilities include:

- Provide case management services. At a minimum, case management services shall include:
  - Determining client eligibility and assigning an ATR voucher number
  - Determining client eligibility for entitlements and assisting with application
  - Reviewing program services with the client
  - Assessing client needs for services
  - Preparing client recovery plan
  - Providing a choice of service providers to the client for each offered service

- Obtaining release of information from the client
- Authorizing all client services
- Scheduling chemical dependency assessment
- Providing referrals to services and assistance in scheduling appointments
- Arranging for interpreter, transportation, child care, as needed for the client to access services
- Communicating and coordinating with service providers regarding authorization of services, client progress, and barriers to service
- Monitoring client progress and updating the recovery plan, as needed
- Collecting and reporting program data
- Discharging clients upon completion of the recovery plan or failure to participate

The Applicant shall develop memoranda of understanding with ATR subcontractors that provide case management services to clarify case management responsibilities and maximize the use of case management resources.

- Enter program data in ATR database and/or TARGET and report data to the County.
  - Data shall be collected utilizing the Government Performance and Results Act tool at intake, first 30-days of service, 60-day intervals for the duration of service, and discharge.
  - Personal information, service needs, referrals, and service usage shall be maintained for each individual.
  - Data shall be collected from all service providers and maintained by the Applicant.
  - Applicant shall provide electronic or hard copy data to the County upon request for the purposes of project evaluation.
- Establish subcontracts or letters of agreement with chemical dependency and recovery support service providers.
  - The number and type of providers should be sufficient to offer clients the full range of ATR-eligible services and allow clients at least two choices of providers.
  - Reasonable efforts shall be made to identify faith-based service providers
- Manage program finances and financial information, including the following:
  - Make payments to subcontractors on a reimbursement for service basis
  - Maintain information on funds obligated, encumbered, and paid
  - Submit required financial reports to the County

### **C. Eligible Clients**

All County contracted ATR treatment and recovery support services are for indigent and low-income adults. Contract funds may not be used to support full-fee clients.

Indigent clients are defined as those receiving a Washington State Department of Social and Health Services (DSHS) income assistance grant (e.g., GA-U, ADATSA, TANF, and SSI) or medical assistance. They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent clients unless they also receive one of the above income assistance grants or Medical Assistance programs. Indigent clients shall be treated at no charge.

Low-income clients are defined as those individuals whose gross household monthly income does not exceed 80% of the state median family income, with adjustment for family size.

Individuals, whose monthly income falls below the amounts indicated in the Low Income Eligibility Table, (ATTACHMENT B) are considered to be low-income and are eligible to receive ATR services.

The Applicant shall assure that all persons applying for County funded services are screened for financial eligibility. In addition, **a review of each person's continued financial eligibility shall be conducted on a quarterly basis.** Each quarterly review shall be conducted utilizing the Client Income Verification Form developed by the County (ATTACHMENT C).

#### **D. Target Population**

Publicly funded chemical dependency treatment and recovery support services are dedicated to low income and indigent adults.

Access to Recovery will assist motivated clients with alcohol and other drug problems by providing access to services normally not paid for in the chemical dependency system. This will include clients new to the chemical dependency system as well as existing clients receiving services in an outpatient agency or those completing detoxification or residential services. Service is not limited to clients who have a chemical dependency but is also available to those whose substance use is a major factor in a current life crisis.

Clients currently in treatment will continue to receive treatment services from the existing funding source. In these cases, ATR funds will provide for recovery support services. For clients new to the chemical dependency system, eligibility for existing treatment funds should be determined prior to using ATR funds. ATR funds should be used for treatment only if the client is not eligible for traditional sources of treatment funding.

#### **E. Referrals for Service**

The access points for reaching clients and the criteria for referral for each will include:

- Division of Children and Family Services (DCFS)
  1. Suspected Alcohol or Other Drug Misuse/Abuse
  2. Open Case in DCFS system prior to Court filing
  3. Suspected Alcohol/Drug Use in Last 90 Days
  4. Client Willing to Accept Treatment
- Free and low-income community health centers
  1. Suspected Alcohol or Other Drug Misuse/Abuse
  2. Suspected Alcohol/Drug Use in Last 90 Days
  3. Client Willing to Accept Treatment
  4. Homeless (priority but not required)
- Supportive housing and shelters
  1. Suspected Alcohol or Other Drug Misuse/Abuse
  2. Suspected Alcohol/Drug Use in Last 90 Days
  3. Client Willing to Accept Treatment
  4. Homelessness Due to Alcohol/Drug Use
- Detox
  1. Suspected Alcohol or Other Drug Misuse/Abuse
  2. 1<sup>st</sup> or 2<sup>nd</sup> episode (priority but not required)
  3. Alcohol/Drug Use in Last 90 Days
  4. Client Willing to Accept Treatment
- Clients enrolled in outpatient services
  1. Client Actively Engaged in Treatment
  2. Needs Identified beyond CD Treatment and Included in Treatment Plan
- Clients completing residential care, including those clients that have been involuntarily committed
  1. Needs Identified beyond Initial Inpatient CD Treatment
  2. Client Willing to Accept Treatment

At these referral points, each client will be provided information and a referral to ATR by client advocates who have received training on ATR criteria and the referral process. This could be a shelter staff person, the CPS caseworker, the Detox discharge planner, or the health clinic staff, etc. The staff will:

- Conduct an initial screen to determine that the client meets the criteria identified above, including assessing client motivation for participation and follow through.
- Share written materials about the voucher program.
- Assist the client in calling to make the initial appointment with a Recovery Support Specialist.

#### **F. Services and Assurances to be Provided**

The primary intervention goals are:

1. To develop recovery and stability in the client's basic life conditions.
2. To assist the client with enrollment for entitlements and other available funding for treatment and support services in the community.
3. To engage the client in necessary chemical dependency treatment, meaningful activities and adjunctive services that keep the client engaged in services.
4. To provide a continuum of effective treatment and support service options and client choice in selection of providers.

CD and adjunctive services may include **but are not limited to** services listed in the following table:

<b>Allowable Treatment and Recovery Support Services</b>	
<p><b>Chemical Dependency Services</b></p> <ul style="list-style-type: none"> <li>• Assessment</li> <li>• Brief Therapy</li> <li>• Individual</li> <li>• Group</li> <li>• Family/Marriage Counseling</li> <li>• Case Management</li> <li>• Urinalysis</li> <li>• Self Help Groups</li> </ul> <p><b>Preventive Services</b></p> <ul style="list-style-type: none"> <li>• Alcohol and other Drug Information School</li> <li>• Parenting Classes</li> <li>• Anger Management</li> </ul> <p><b>Housing Assistance</b></p> <ul style="list-style-type: none"> <li>• Rent</li> <li>• Motel</li> <li>• Shelter</li> <li>• Transitional Housing</li> <li>• Utilities <ul style="list-style-type: none"> <li>○ Electric</li> <li>○ Gas</li> <li>○ Telephone</li> </ul> </li> </ul> <p><b>Other Support Services</b></p> <ul style="list-style-type: none"> <li>• Spiritual Support</li> <li>• Recovery Coaching</li> </ul>	<p><b>Mental Health Services</b></p> <ul style="list-style-type: none"> <li>• Individual</li> <li>• Medication Management</li> <li>• Group</li> <li>• Consult</li> <li>• Mental Health Assessment</li> <li>• Family/Marriage Counseling</li> </ul> <p><b>Medical Services</b></p> <ul style="list-style-type: none"> <li>• TB Testing</li> <li>• Medical Care</li> <li>• Urinalysis</li> </ul> <p><b>Employment</b></p> <ul style="list-style-type: none"> <li>• Job Readiness</li> <li>• Work Incidentals</li> <li>• GED</li> </ul> <p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>• Bus Tokens</li> <li>• Bus Pass</li> <li>• Taxi</li> <li>• Gas</li> </ul> <p><b>Childcare</b></p> <ul style="list-style-type: none"> <li>• Daycare</li> </ul>

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Alcohol and Drug Free Social Events</li> </ul> |  |
|---|--|

Expected outcomes include:

1. Increased engagement and retention in treatment;
2. Linkage to ongoing treatment and support services;
3. Placement in transitional or semi-permanent/permanent housing;
4. Decreased substance use;
5. Increased involvement in meaningful substance-free activities as identified by the client; and
6. Assistance in obtaining gainful employment.

The provider shall adhere to these guidelines:

1. Create an environment or “culture of recovery” that is therapeutic and clinically competent;
2. Create an environment that is culturally sensitive;
3. Establish goals that are measurable and achievable, and that are embraced and understood by staff, clients and stakeholders;
4. Promote introspective skills to build client self-efficacy, self-worth and hope;
5. Develop practical skills – assist client in formulating a recovery plan and develop skills to enable client to carry out the plan;
6. Define and promote basic standards and expectations;
7. Implement services that are outcomes-based, focused, structured and coordinated;
8. Develop contracts/letters of agreement for ancillary services with multi-agency and multi-disciplinary collaboration;
9. Hire and maintain staff that has necessary skills and abilities to achieve program outcomes;
10. Provide continuous quality improvement as an essential program component.
11. Provide staffing on a consistent, regular basis with backup to cover leave time.

## PART 6 - EVALUATION CRITERIA

A maximum of 300 points will be awarded to the written evaluation of this RFP.

If an award is not made based on the written evaluations alone, interviews may be conducted with the top-ranked agencies. Interviews shall have a maximum value of 50 points. Final award(s) would then be made based the total of the written evaluation and oral interview points. The point totals are as follows:

Applicant Qualifications	50 points
Scope of Work	150 points
Budget	100 points
Interview (Optional)	50 points
<b>Total possible points</b>	<b>350 points</b>

For each section, the proposal must clearly, thoroughly, and specifically address the requested items.

### A. Applicant Qualifications (50 points)

Describe:

1. The Applicant's history of and experience with providing treatment and case management services to alcohol and other drug-involved persons who have also been involved with the Division of Children and Family Services, detox, low income medical clinics, shelters and/or clients completing residential services including client who have been involuntarily committed.

2. The Applicant's underlying philosophy and approach to case management.
3. The Applicant's experience developing contracts or letters of agreement with services providers to provide ancillary services.
4. The Applicant's experience in managing similar large-scale projects, including data and fiscal management.
5. The qualifications of staff to provide the proposed activities, including position titles, qualifications, number of positions, and full time equivalents.

**B. Scope of Work (150 points)**

Address each of the following requirements:

1. How will the requirement to provide case management be accomplished?
2. How will the scope of work be implemented, including implementation timelines?
3. How will culturally sensitive interventions be assured?
4. How will ancillary/adjunctive services be delivered and by whom?
5. How will authorized services be tracked and linked to each client?
6. How will chemical dependency treatment and ancillary services be coordinated?
7. Strategies for coordinating with the chemical dependency treatment system to refer persons who have been receiving treatment services in the community.
8. Strategies to engage the faith-based community in client care.
9. How will the requirement to assure client choice be accomplished?
10. Requested exceptions to any of the Scope of Work requirements. If exceptions are requested, the exceptions are clearly identified and alternatives are proposed that are clear, specific, reasonable, and meet the intent and purpose of the RFP.

**C. Budget Information and Detail (100 points)**

The Applicant shall submit separate budgets for one-time start-up costs and for ongoing services. The budgets must describe expenses by account class and by program area (see Part 3. Funding). For staffing costs, the budgets must describe the FTEs by position and distinguish percentage for salary and for benefits. (Generally, benefits are expected be less than 30 percent.) If any funds will be used to purchase equipment, the budget must describe what will be purchased, in what ways the purchase supports the program, and the cost for each item. If the funds will be expended on operations and maintenance, this must be detailed. This detailed submission of costs must show all actual and allowable costs.

An overall summary of revenues and expenditures for 2005 shall be submitted. Revenues are expected to approximate expenditures. Any funds from other sources used in the program must be clearly identified.

**PART 7 – FEDERAL GUIDELINES**

**A. Applicability and Federal Grant Contract**

This procurement is subject to a financial assistance contract between the State of Washington and the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), administered by King County. The successful Contractor is required to comply with all terms and conditions prescribed in the grant contract between these authorities and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors comply with revised requirements as well.



**B. No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by SAMHSA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PART 8 - DECISION PROCESS**

Only those proposals that meet the minimum requirements stated in Part 4 will be reviewed by a panel of raters selected by MCHADSD. The responses will be rated according to the points specified in Evaluation Criteria above.

It is tentatively scheduled that within one week after the response deadline, the rating panel will meet. At that meeting, the panel will:

- Review each member's independent ratings of the responses.
- Tabulate scores for each proposal.
- Generate for those tabulated scores a final ranking for all responses.

The panel's recommendations for award of contract(s) will be forwarded to King County Procurement Services. All applicants will be notified of the results.

*Optional Interview*

If a selection is not made based on the written proposal evaluation alone, King County shall elect to interview the top two or more Applicants. Interviews will be worth 50 points. If interviews are conducted, the final award will be based upon the total points awarded for the written evaluation and oral interview.

**PART 9 – INSTRUCTIONS FOR THE COMPLETION OF RESPONSES**

- A. Each Minimum Qualification and item in the Evaluation Criteria shall be addressed. Organize responses in the same order as the items are shown in the RFP.
- B. Responses shall be prepared simply and economically, providing a straightforward and concise, but complete and detailed description of your ability to meet the requirements outlined in this document. Emphasis shall be on the completeness of content. Single spacing is allowed. Fancy bindings, colored displays, and promotional materials are not desired. Please submit two-sided copies. We encourage the use of recycled paper.
- C. The response must use standard size type (a font size of no less than 11 points), be on 8.5 X 11-inch white paper, and be limited to no more than 25 pages.
- D. Responses shall contain, in the following order:
  1. Applicant Qualifications
  2. Scope of Work
  3. Proposed Budget

**PART 10 – PROPOSED SCHEDULE (Some dates are tentative and subject to change)**

February 3, 2005	RFP Released
February 15, 2005	Pre-Proposal Meeting, Exchange Building, Conference Room 6A, 10 a.m.
February 17, 2005	Written Questions Due

February 22, 2005	Addendum Issued if needed
March 1, 2005	RFP solicitation period closes, no later than 2 p.m.
March 8, 2005	Evaluation of written proposals
March 11, 2005	Interviews, if conducted
March 14, 2005	Final results released

## PART 11 – REFERENCE MATERIAL

The following documents can be referenced to assist the Applicant in preparing a response to this RFP. These documents can be accessed via the Internet web sites provided:

- Revised Codes of Washington (RCW) 70.96 <http://www.leg.wa.gov/rcw>
- Chapter 388-805 Washington Administrative Code (WAC):  
<http://www.wa.gov/dshs/mentalhealth/ch1986.html>
- Principles of Drug Addiction – A Research Based Guide  
<http://www.nida.nih.gov/PODAT/PODATindex.html>
- National Institute on Drug Abuse: <http://www.nida.nih.gov>
- Center for Substance Abuse Treatment: [www.samhsa.gov/centers/csac/csac.html](http://www.samhsa.gov/centers/csac/csac.html)
- Treatment Improvement Exchange: <http://www.treatment.org/>
- Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov/>
- Drug Strategies: <http://www.drugstrategies.org>
- Press Release on Access to Recovery  
<http://www.hhs.gov/news/press/2004pres/20040803c.html>
- Office of National Drug Control Policy Announcement – Access to Recovery  
<http://www.whitehousedrugpolicy.gov/treat/initiative.html>

## PART 12 – ATTACHMENTS

- Transmittal Letter Example.
- Low Income Service Eligibility Table
- Client Income Verification
- Alcohol & Drug Treatment Outpatient Service Reimbursement Schedule

**Attachment A**

Date

Ms. Cathy Betts  
Buyer  
King County Procurement Services  
821 Second Avenue, 8<sup>th</sup> Floor  
Seattle, WA, 98104

**RE:** Letter of transmittal

Dear Ms. Betts:

**[Entity name]** is pleased to provide our response to King County's Request for Proposal (RFP) #XXXXXX for Chemical Dependency Treatment at the Regional Justice Center.

**[Entity name]** is a **[type of organization]**. Our federal tax ID number is **[xx-xxxxxx]**. We are registered and licensed to **[to be filled in by Applicant]** in the State of Washington.

During the proposal review and selection process, please contact:

**[contact person name and title]**

**[entity name]**

**[street address]**

**[city, state, zip]**

**[telephone number]**

**[email address]**

**[fax number]**

As the **[position/title, etc.]** of **[entity name]**, I am authorized to legally bind the organization to fulfill the RFP requirements.

---

Signature

---

Date

## ATTACHMENT B

### LOW INCOME SERVICE ELIGIBILITY TABLE

Persons who have a gross monthly income (adjusted for family size) that falls below the amounts indicated on this table are eligible to receive services partially supported by program funds.

FAMILY SIZE	MONTHLY INCOME	ANNUAL INCOME
1	\$2,225	\$26,712
2	\$2,911	\$34,930
3	\$3,596	\$43,149
4	\$4,280	\$51,368
5	\$4,965	\$59,588
6	\$5,650	\$67,806
7	\$5,779	\$69,348
8	\$5,907	\$70,888
9	\$6,036	\$72,429
10	\$6,164	\$73,971
<b>Each additional member add \$128 for Monthly Income</b> 80% of State Median Income		

**ATTACHMENT C****CLIENT INCOME VERIFICATION**

**CLIENT:** \_\_\_\_\_  
 Full Legal Name

**SOURCE OF INCOME:**

Client Salary, wages, etc. must be verified with an attached photocopy

Verified pay stub (photo copy attached) \$ \_\_\_\_\_

IRS Tax Statement (photo copy attached) \$ \_\_\_\_\_

Child Support \$ \_\_\_\_\_

Significant other, spouse, relatives, other income  
 available to the household \$ \_\_\_\_\_

Retirement (photo copy attached) \$ \_\_\_\_\_

Social Security Disability \$ \_\_\_\_\_

Public Assistance, Welfare, TANF, GAU \$ \_\_\_\_\_

Veteran's Admin. Disability (photo copy attached) \$ \_\_\_\_\_

Unemployment Compensation (photo copy attached) \$ \_\_\_\_\_

Other Income readily available.

Please specify \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Total Gross Monthly Income** **Line A** \$ \_\_\_\_\_

**Number of Persons in the Household** **Line B** \$ \_\_\_\_\_

Using the agency co-payment schedule, use information on Line A and B and determine the amount of co-payment required for both individual and group rates.

Group rate \$ \_\_\_\_\_

Individual rate \$ \_\_\_\_\_

I have read and understand the above and declare the information furnished by me to be true and complete to the best of my knowledge. I will notify the agency of any changes in my income, resources or family composition. I also understand that this information will be treated in a confidential manner in accordance with Washington State Law.

\_\_\_\_\_  
 Client's Signature

\_\_\_\_\_  
 Date

## Alcohol and Drug Treatment Outpatient Service Reimbursement Schedule

For services provided on or after July 1, 2003

Procedure Codes						
Non-TANF Adults	TANF Adults	Youth	SSI Clients	CJTA Funded	Service	Fee-for-Service Maximum Rates
2175M	2175M				DCFS Initial Screen	\$18.33
2170M	2177M				DCFS Expanded Chemical Dependency Assessment	\$177.69
0140M	2140M	0160M	2130M*	0152M*	Chemical Dependency Assessment	\$91.22
0150M	0150M				Pregnant & Postpartum Women Assessment	\$91.22
0141M	2141M	0161M	2131M*	0151M*	Intake Processing	\$13.38
0143M	2143M	0163M	2133M*	0153M*	Individual Therapy- Full Visit	\$56.85
0144M	2144M	0164M	2134M*	0154M*	Individual Therapy- Brief Visit	\$30.35
0149M	2149M	0169M	2135M*	0155M*	Group Therapy	\$4.47 per 15 minutes
					Youth Case Management	\$194.35
0341M*	2165M*	0369M*	2166M*	0156M*	Case Management	\$7.50 per 15 minutes
0190M	2190M	0192M	2139M*	0159M*	Opiate Substitution Treatment	\$10.36
*The billing of these services and the use of these Procedure Codes is restricted						
to those providers who are currently contracted with the counties to provide these services.						

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupational qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
  - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;



6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Contractor obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the Contractor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Contractor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the

Contractor by all businesses seeking to participate on this Contract. Contractor shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs

and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

## **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

### **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an *independent contractor*, and neither the Contractor nor its officers, agents or employees are an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials and/or supplies by Contractor employees or other suppliers in connection with the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Contractor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **PART 3: INSURANCE**

The selected Contractor shall furnish Commercial General Liability, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected Contractor shall furnish Automobile Liability with a limit of \$1,000,000, and Professional Liability: Errors and Omissions in the amount of \$1,000,000 per occurrence, \$2,000 aggregate.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

### **PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;

- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

## **PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/forms.asp>

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Contractor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
2. If the Contractor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

**C. Recycled/Recyclable Products**

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Contract Administrator, who may waive the recycled paper requirement. The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

**D. Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

**E. Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

**SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or por-

tion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

## **SECTION VII – REQUIRED FORMS**

The following completed forms will be required from the selected contractor, prior to contract award:


- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).



## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Three (3) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No. RFP 108-05CMB</b>
	<b>Bid Title Access to Recovery</b>
	<b>Due Date</b>
	<b>Vendor</b>